

EXHIBIT A



E-Notice

2018-CH-04164

CALENDAR: 04

To: Arthur Chester Czaja
arthur@czajalawoffices.com

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
MICHAL M STANKIEWICZ vs. NATIONSTAR MORTGAGE LLC

The transmission was received on 03/29/2018 at 3:29 PM and was ACCEPTED with
the Clerk of the Circuit Court of Cook County on 03/29/2018 at 4:00 PM.

CHANCERY_ACTION_COVER_SHEET (CHANCERY DIVISION)

COMPLAINT

EXHIBITS (Exhibits A - D)

Filer's Email: arthur@czajalawoffices.com
Filer's Fax: (847) 647-2057
Notice Date: 3/29/2018 4:00:54 PM
Total Pages: 41

DOROTHY BROWN
CLERK OF THE CIRCUIT COURT
COOK COUNTY
RICHARD J. DALEY CENTER, ROOM 1001
CHICAGO, IL 60602

(312) 603-5031
courtclerk@cookcountycourt.com

**IN THE CIRCUIT CIVIL COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, COUNTY DIVISION**

MICHAL M STANKIEWICZ

Plaintiff

v.

NATIONSTAR MORTGAGE LLC

Defendant

No.

**ELECTRONICALLY FILED
3/29/2018 3:29 PM
2018-CH-04164
CALENDAR: 04
CIRCUIT COURT OF
COOK COUNTY, ILLINOIS
CHANCERY DIVISION
CLERK DOROTHY BROWN**

**CHANCERY DIVISION CIVIL COVER SHEET
GENERAL CHANCERY SECTION**

A Chancery Division Civil Cover Sheet - General Chancery Section shall be filed with the initial complaint in all actions filed in the General Chancery Section of Chancery Division. The information contained herein is for administrative purposes only. Please check the box in front of the appropriate category which best characterizes your action being filed.

- 0005 ☐ Administrative Review
0001 ☒ Class Action
0002 ☐ Declaratory Judgment
0004 ☐ Injunction

- 0007 ☐ General Chancery
0010 ☐ Accounting
0011 ☐ Arbitration
0012 ☐ Certiorari
0013 ☐ Dissolution of Corporation
0014 ☐ Dissolution of Partnership
0015 ☐ Equitable Lien
0016 ☐ Interpleader
0017 ☐ Mandamus
0018 ☐ Ne Exeat

- 0019 ☐ Partition
0020 ☐ Quiet Title
0021 ☐ Quo Warranto
0022 ☐ Redemption Rights
0023 ☐ Reformation of a Contract
0024 ☐ Rescission of a Contract
0025 ☐ Specific Performance
0026 ☐ Trust Construction
0027 ☐ Foreign Transcript
0085 ☐ Petition to Register Foreign Judgment
☐ Other (specify) _____

By: /s/ ARTHUR CHESTER CZAJA

☒ Atty. No.: 47671 ☐ Pro Se 99500

Name: CZAJA ARTHUR CHESTER

Atty. for: MICHAL M STANKIEWICZ

Address: 7521 N MILWAUKEE AVE

City/State/Zip: NILES, IL 60714

Telephone: (847) 647-2106

Primary Email Address:

arthur@czaialawoffices.com

Secondary Email Address(es):

gosia@jdilaw.com

jesse@czaialawoffices.com

Pro Se Only: ☐ I have read and agree to the terms of the Clerk's Office Electronic Notice Policy and choose to opt in to electronic notice from the Clerk's office for this case at this email address: _____

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

MICHAL M. STANKIEWICZ,)
individually and as the representative of a)
class of similarly-situated persons,)
)
Plaintiff,)
)
v.) Case No.
)
NATIONSTAR MORTGAGE, LLC,)
)
Defendant.)

CLASS ACTION COMPLAINT

Plaintiff, MICHAL M. STANKIEWICZ (“Stankiewicz”), through his attorneys, brings this action on behalf of himself and all others similarly situated and alleges the following against Defendant, NATIONSTAR MORTGAGE (“Nationstar”):

PRELIMINARY STATEMENT

1. This case challenges Nationstar’s practice of assessing and collecting inspection fees while providing related services to mortgages in default. Nationstar’s default-related inspection fees violate the regulations promulgated pursuant to the United States Department of Housing and Urban Development (“HUD”), and the contractual language of its assigned mortgage agreements.

2. This case arises from the Federal Housing Administration’s (“FHA”) insurance program. The FHA is an entity within HUD. HUD, in turn, was created under the National Housing Act (“NHA”) 12 U.S.C. §§ 1701, *et seq.*

3. The NHA was passed by Congress to promote the availability of low and moderate housing. *Capitol Mort. Bankers, Inc. V. Cumo*, 222 F.3d 151, 152 (4th Cir. 2000).

4. Under its mortgage insurance program, the FHA agrees to protect mortgage lenders against risk of loss caused by borrowers' non-payment, thereby making those loans more widely available to a greater portion of the population.

5. Loans insured by the FHA are subject to HUD regulations. Furthermore, where HUD rules or regulations are incorporated into an insured mortgage, they are binding upon both the mortgagor and mortgagee. *In re Ruiz*, 501 B.R. 76, 79 (E.D. Penn Nov. 8, 2013).

6. Most pertinent here is HUD regulation 24 C.F.R. § 203.377, which provides:

The mortgagee, upon learning that a property subject to a mortgage insured under this part is vacant or abandoned, shall be responsible for the inspection of such property at least monthly, if the loan thereon is in default. When a mortgage is in default and a payment thereon is not received within 45 days of the due date, **and efforts to reach the mortgagor by telephone within that period have been unsuccessful**, the mortgagee shall be responsible for a visual inspection of the security property to determine whether the property is vacant.... (emphasis added).

7. This section has been interpreted to mean that once a property has been found to be occupied, no further inspections are required by HUD or authorized for reimbursement. *See*, Mortgagee Letter 81-26 (HUDML), 1981 WL 389744 at *1 (June 16, 1981); *see also*, *In re Ruiz*, 501 B.R. at 81. In other words, once a property subject to an FHA loan in default is found to be occupied, charges for inspection fees are not allowed.

8. Stankiewicz, on behalf of himself and all others similarly situated, brings this case as a class action asserting claims against Nationstar for breach of contract, unjust enrichment, and violations of the Illinois Consumer Fraud and Deceptive Business Practices Act ("Consumer Fraud Act"). 815 ILCS § 505/2, *et seq.*

9. Stankiewicz is informed and believes, and upon such information and belief avers, that Nationstar violated the regulations of HUD and the FHA mortgages it services in the same or similar manner. This action is based on the same legal theory, namely, liability for Nationstar's

failure to comply with HUD regulations and the FHA agreements it services by conducting and assessing fees for unauthorized and unnecessary property inspections of homes which, although in default, are owner-occupied.

10. This action seeks relief expressly authorized by Illinois law: (a) injunctive relief enjoining Nationstar from assessing and collecting fees for unauthorized inspections of owner-occupied properties with FHA loans in default; (b) an award of the aggregate actual damages suffered through the assessment, payment, or judgment awards of the illegally assessed inspection fees; and (c) an award of penalties and punitive damages.

JURISDICTION AND VENUE

11. Stankiewicz, brings this action pursuant to 735 ILCS 5/2-801 *et seq.*

12. This Court has jurisdiction pursuant to 735 ILCS 5/2-209 in that Nationstar transacted business and committed acts in Cook County, Illinois, that directly relate to matters raised in the Complaint and Nationstar has done so continuously throughout the Class Period in a manner sufficient to support personal jurisdiction

13. Venue is proper in Cook County, Illinois because Stankiewicz, resides in Cook County, the allegations in the Complaint arise from conduct undertaking and having effect in Cook County, and Nationstar is doing business in Cook County.

PARTIES

14. Stankiewicz is a resident of Illinois over the age of eighteen (18) and is presently residing at 975Rosedale Lane, Hoffman Estates, Illinois 60169 (the "Property").

15. On information and belief, Nationstar Mortgage dba Nationstar Mortgage LLC, is a mortgage company with its headquarter in Dallas, Texas and doing business in Cook County, Illinois.

FACTS

16. On September 25, 2009, Stankiewicz entered into an FHA insured mortgage with Bank of America, N.A. (the "Mortgage"). A copy of the Mortgage is attached as Exhibit A.

17. On or about February 10, 2012, the Mortgage, was assigned to Bank of America, N.A., Successor by Merger to Bac Home Loans Servicing, LP fka Countrywide Home Loans Servicing LP ("Bank of America") via an Assignment of Mortgage dated February 10, 2012, and recorded February 15, 2012, in the Office of the Cook County Recorder of Deeds as Document Number 1204608230.

18. On or about August 24, 2016, the Mortgage was again assigned from Bank of America, N.A., to Nationstar via an Assignment of Mortgage dated August 24, 2016, and recorded on September 6, 2016, Office of the Cook County Recorder of Deeds as Document Number 1625018003.

19. On November 15, 2016, Nationstar was submitted as party Plaintiff in this cause of action. Attached as Exhibit B is a copy of the Order November 15, 2016 substituting Nationstar as party Plaintiff in this cause of action.

20. Stankiewicz currently resides at the Property. At all times since the Mortgage was executed, the Property was, and remains, Stankiewicz's primary and only residence and was occupied by Stankiewicz at all relevant times.

21. On or about January 27, 2014 Bank of America filed a complaint for foreclosure and ("Foreclosure Litigation") in the Circuit Court of Cook County as 14-CH-01456.

22. On December 19, 2017, Stankiewicz sought to bring a counterclaim against Nationstar as part of the Foreclosure Litigation. On March 27, 2018, the Court in the Foreclosure

Litigation denied Stankiewicz's motion and ordered that his claims be brought in a separate action. A true and correct copy of that order is attached here as Exhibit D.

23. Since the service of the Foreclosure Litigation and since Nationstar was substituted into the Foreclosure Litigation as a party, Nationstar has continued to charge Stankiewicz for property inspections. These inspections are identified and included on mortgage statements sent to Stankiewicz as "Property Inspections" and are attached as Group Exhibit C.

24. The attached mortgage statements identify charges for the property inspections in the amount of \$15.00 for each inspection dated 6/24/17, 7/22/17, 8/24/17, 9/21/17, 9/26/17 (with a subtotal of \$135.00 on the 9/21/17 statement). *See* Group Ex.C.

25. After conducting its first inspection of the Property, Nationstar, knew, or should have known, that Stankiewicz occupied the Property. In addition, Nationstar knew that Stankiewicz was served with the Foreclosure Litigation while occupying the Property.

26. Paragraph 8 of the Mortgage describes when and under what circumstances fees may be charged and collected. This paragraph states:

8. Fees. Lender may collect fees and charge authorized by the Secretary [HUD]
See. Ex. A

27. Although Stankiewicz has continually occupied the Property throughout the foreclosure process, Nationstar never attempted to contact Stankiewicz regarding the inspections of the Property it conducted and charged to his account.

28. To date, Stankiewicz has been charged \$150.00 for inspections of the Property by Nationstar even though Stankiewicz has continually and conspicuously occupied and maintained the Property. *See* Grp. Ex. C attached hereto.

CLASS ACTION ALLEGATIONS

29. Pursuant to 735 ILCS 5/2-801 Stankiewicz brings this class action on behalf of himself and the following National Classes and Illinois Subclass A, B, and C:

A. National Class for Count I (Breach of Contract):

All persons who (1) within ten years prior to the filing of this foreclosure action, (2) had an FHA loan with Nationstar that was in default, (3) occupied the subject property during default, and (4) were charged inspection fees by Nationstar while still occupying the property.

B. National Class for Count II (Unjust Enrichment):

All persons who (1) within five years prior to the filing of this foreclosure action, (2) had an FHA loan with Nationstar that was in default, (3) occupied the subject property during default, and (4) were charged inspection fees by Nationstar while still occupying the property.

C. Illinois Subclass for Count III (Violation of Illinois Consumer Fraud Act):

All persons in Illinois who (1) within three years prior to the filing of this foreclosure action, (2) had an FHA loan with Nationstar that was in default, (3) occupied the subject property during default, and (4) were charged inspection fees by Nationstar while still occupying the property.

Excluded from the Class and Subclass (collectively “the Class”) are the Counter-Defendants and their employees and agents and members of the Judiciary. Stankiewicz reserves the right to amend the Class definition upon completion of class discovery when the contours and the parameters of class become more apparent.

30. A class action is proper in that:

(a) On information and belief, the Class consists of more than forty (40) and likely thousands of persons who are identifiable through Nationstar’s records and is so numerous that joinder of all members is impracticable.

(b) There are questions of fact or law common to the class predominating over all questions affecting only individual Class Members including:

(i) Whether Nationstar's conduct in charging inspection fees constitutes breach of contract;

(ii) Whether Nationstar knew or should have known that Stankiewicz and the other members of the class were occupying the mortgaged properties;

(iii) Whether Nationstar knew or should have known that it had insufficient evidence that Stankiewicz and other members of the class were not occupying the mortgaged premises.

(iv) Whether Nationstar was unjustly enriched by charging the inspection fees;

(v) Whether the charging of inspection fees of owner-occupied property is an unfair, illegal, and deceptive practice which violates the Illinois Consumer Fraud and Deceptive Business Practices Act

(vi) Whether Nationstar should be enjoined from charging such inspection fees; and

(vii) Whether the Class is entitled to actual damages, restitution for disgorgement of inspection fees wrongfully obtained, and/or punitive damages.

31. Stankiewicz will fairly and adequately protect the interests of the other Class Members. Stankiewicz has retained counsel who is experienced in handling class actions and claims involving unlawful business practices. Neither Stankiewicz nor his counsel have any interests adverse or in conflict with the Class.

32. A class action is an appropriate method for adjudicating this controversy fairly and efficiently. The interest of the individual Class Members in individually controlling the prosecution of separate claims is small and individual actions are not economically feasible.

33. Stankiewicz's claims are typical of the claims of other Class Members in that each seek relief for incurred charges that they should not have been charged, increasing their debt, increasing the judgment awards against them, or resulting in their making payments they should not have had to make.

COUNT I
BREACH OF CONTRACT

34. Stankiewicz incorporates paragraphs 1 through 28, 29(A), 30-33 as if fully stated herein.

35. The respective FHA mortgages of Stankiewicz and the Class Members are valid contracts.

36. The FHA mortgages limit the types of fees and charges and the circumstances under which Nationstar may collect fees and charges authorized by the Secretary of HUD.

37. Most pertinent here, HUD does not authorize charges for inspections when a property subject to an FHA loan in default is found to be occupied. 24 C.F.R. § 203.377; Mortgagee Letter 81-26 (HUDML), 1981 WL 389744 at *1 (June 16, 1981); *see also, In re Ruiz*, 501 B.R. at 81.

38. Notwithstanding this limitation, Nationstar charged Stankiewicz, and the other members of the Class, for numerous inspection fees throughout default and the foreclosure process.

39. Stankiewicz occupied the Property at all times during this process.

40. Nationstar never sent notice to Stankiewicz regarding the inspections nor attempted to contact him by telephone to determine whether the Property was occupied.

41. In addition, Nationstar continued to charge Stankiewicz for inspections after discovering that Stankiewicz occupied the Property.

42. Nationstar materially breached the terms of the respective FHA mortgages with Stankiewicz and the other members of the Class by charging fees for inspections that were not authorized by the Secretary of HUD.

43. As a result of Nationstar's breach, Stankiewicz and the other members of the Class have suffered damages in the form of being charged, assessed, having paid unauthorized inspection fees, or having judgment for foreclosure increase with the inclusion of the unauthorized inspection fees.

44. Stankiewicz and the other members of the Class have also been damaged by having to defend a foreclosure litigation, through which Nationstar is attempting to recoup the unauthorized inspection fees, having additional interest charged on unauthorized fees, which increases debt owed by the Plaintiff and the other members of the Class and having the equity that Stankiewicz and the other members of the Class have in their respective properties decrease by the addition of the unauthorized fees.

45. Stankiewicz, on behalf of himself and the other members of the Class, seeks actual and compensatory damages for Nationstar's breaches of contract, restitution for disgorgement of monies wrongfully received, plus prejudgment interest, and costs.

COUNT II
UNJUST ENRICHMENT (IN THE ALTERNATIVE)

46. Stankiewicz incorporates paragraphs 1 through 28, 29(B), 30-33 as if fully stated herein.

47. Should this Court find that no contract provision expressly governs the claims arising from the allegations of this Complaint, Stankiewicz asserts that Nationstar knowingly

received and retained benefits from Stankiewicz and the other members of the Class under circumstances that render Nationstar's retention of such benefits unjust.

48. Nationstar knowingly received and benefitted from financial gain achieved by charging for unauthorized inspection fees, which increases Nationstar's leverage against Stankiewicz and Class Members in the underlying foreclosure litigations.

49. Stankiewicz and the other members of the Class incurred liabilities for the payment and assessment of the unauthorized inspection fees and have conferred a benefit on Nationstar.

50. Nationstar's assertion of the right to be paid such fees through the issuance of the monthly and yearly statements and its retention of such fee payments is unjust, deceptive, unlawful, and against public policy and HUD regulations.

51. As an actual and proximate result of its actions, Nationstar received and retained benefits at the expense of and detriment to Stankiewicz and the other members of the Class in the form of charges, assessments, increased foreclosure judgments, increase in bargaining position during the foreclosure litigation, and payments of unauthorized inspection fees.

52. Stankiewicz seeks removal of all charges and disgorgement and restitution of all revenue and profits gained through Nationstar's unjust enrichment at the expense of Stankiewicz and the other members of the Class, plus prejudgment interest, and costs.

COUNT III
VIOLATION OF ILLINOIS CONSUMER FRAUD ACT – 815 ILCS 505/2

53. Stankiewicz incorporates paragraphs 1 through 28, 29(C), 30-33 as if fully stated herein.

54. The Illinois Consumer Fraud Act prohibits unfair or deceptive acts or practices, including the "misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact."

815 ILCS 505/2. The Illinois Consumer Fraud Act further states that such acts or practices are unlawful “whether any person has in fact been misled, deceived or damaged thereby.” *Id.*

55. Here, Nationstar charged Stankiewicz and the other members of the Class unauthorized inspection fees. These fees, in turn, were deceptively included on monthly mortgage statements which incorrectly indicated that the inspection fees were due and owing.

56. In placing the inspection fees on the statements, Nationstar misrepresented to Stankiewicz and the other members of the Class that these fees were authorized under the FHA agreements and HUD regulations, when Nationstar knew, or should have known, that the fees were not authorized and unlawful.

57. Nationstar’s inclusion of the inspection fees on the statements was misleading and intended to induce Stankiewicz and the other members of the Class to pay such unauthorized fees or, in a more Machiavellian fashion, have the foreclosure Court extract the unauthorized fees from Stankiewicz through the mortgage foreclosure proceeding.

58. Nationstar’s actions constitute a fraud on this Court and every court where Nationstar claimed that it was entitled to charge for inspections of owner-occupied properties.

59. Nationstar availed itself of the judicial mortgage foreclosure process to extract payment for unauthorized inspection fees from the other members of the Class in a substantially similar manner to its attempt with Stankiewicz’s mortgage foreclosure.

60. As a result of Nationstar’s deceptive conduct in assessing and attempting to legitimize the unauthorized inspection fees, Stankiewicz and the other members of the Class were damaged by either paying the fees directly, having them deducted during the mortgage foreclosure process, incurring the amount owed in the foreclosure proceeding or when the judgment for foreclosure was issued.

61. Nationstar's conduct in attempting to charge these fees in violation of the Mortgage and HUD regulations was offensive to public policy, oppressive, and caused substantial injury to Stankiewicz and the other members of the Class. Not only did Nationstar's conduct increase the debt of Stankiewicz and the other members of the Class and decrease the equity they held in their homes, this conduct occurred when Stankiewicz and the other members of the Class were at their most vulnerable – *i.e.* when they were in the process of losing their homes.

62. Nationstar's deceptive attempt to assess and legitimize the unauthorized inspection fees was the direct and proximate cause of damages incurred by Stankiewicz and the other members of the Class and was done with the intent of causing Stankiewicz and the other members of the Class to pay illegal and unauthorized fees and to have courts award such fees through the foreclosure process.

63. Accordingly, Stankiewicz, on behalf of himself and the other members of the Class, seeks actual and compensatory damages, restitution for disgorgement of monies wrongfully received, attorneys' fees, prejudgment interest and costs as provided by 818 ILCS § 505/10(a) and, because of willful violations, punitive damages. *Id.*

64. Stankiewicz also seeks an order requiring Nationstar to remove all wrongfully imposed inspection fees from the accounts of Stankiewicz and the other members of the Class and enjoining Nationstar from further violating the Illinois Consumer Fraud Act.

WHEREFORE, Plaintiff, Stankiewicz, individually and on behalf of the other members of the class, demands judgment in its favor and against Defendant, NATIONSTAR MORTGAGE LLC, as follows:

A. That the Court adjudge and decree that the present case may be properly maintained as a class action, appoint Stankiewicz as the representative of the Class, and appoint Stankiewicz's counsel as counsel for the Class;

B. That the Court award the aggregate actual damages of Stankiewicz and of the other members of the Class who have been assessed, paid, or awarded the unauthorized inspection fees;

C. That the Court order restitution for disgorgement of monies wrongfully received;

D. That the Court require Nationstar to remove outstanding charges for unauthorized inspection fees from the accounts of Class Members;

E. That the Court enjoin Nationstar from engaging in the conduct complained of herein;

F. That the Court award prejudgment interest and punitive damages;

G. That the Court award reasonable attorneys' fees and costs; and

H. That the Court grant such further relief as it deems just.

Respectfully Submitted,

MICHAL M. STANKIEWICZ, individually and as
the representative of a class of similarly-situated
persons

By: /s/ Arthur C. Czaja
Arthur C. Czaja
One of his attorneys

THE LAW OFFICES OF ARTHUR C. CZAJA
AND ASSOCIATES

Arthur C. Czaja
Attorney for Plaintiff
Cook County Attorney #47671
ARDC # 6291494
7521 N. Milwaukee Avenue
Niles, IL 60714
Telephone: (847) 647-2106
Facsimile: (847) 647-2057
Email: arthur@czajalawoffices.com

ANDERSON + WANCA

Jeffrey A. Berman
Patrick J. Solberg
3701 Algonquin Road, Suite 500
Rolling Meadows, IL 60008
Telephone: (847)-368-1500
Facsimile: (847)-368-1501
Email: jberman@andersonwanca.com
Email: psolberg@andersonwanca.com

ELECTRONICALLY FILED
3/29/2018 3:29 PM
2018-CH-04164
PAGE 14 of 14

Illinois Anti-Predatory
Lending Database
Program

Certificate of Exemption



Doc#: 0927534086 Fee: \$54.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/02/2009 02:08 PM Pg: 1 of 10

Report Mortgage Fraud
800-532-8785

The property identified as: PIN: 07-04-106-015-0000

Address:

Street: 975 Rosedale Lane

Street line 2:

City: Hoffman Estates

State: IL

ZIP Code: 60169

Lender: Bank of America, N.A.

Borrower: Michal M. Stankiewicz, a Single Person.

Loan / Mortgage Amount: \$226,324.00

This property is located within Cook County and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

Saturn Title LLC
7243 W. Touhy Ave
Chicago, IL 60641

Certificate number: DBE058C8-07DA-4A92-8985-2ADD0F01FAD8

Execution date: 09/25/2009

ELECTRONICALLY FILED
3/29/2018 3:29 PM
2018-CH-04164
PAGE 2 of 26

Return To:
BANK OF AMERICA, N.A.
CA6-914-01-42 DOC PROCESSING
P.O.Box 10423
Van Nuys, CA 91410-0423
Prepared By:
ROBERT E. ZAROD
BANK OF AMERICA, N.A.

1600 GOLF ROAD, SUITE 600
ROLLING MEADOWS
IL 60008

(Space Above This Line For Recording Data)

State of Illinois

MORTGAGE

FHA Case No.

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 25, 2009 .The Mortgagor is
MICHAL M STANKIEWICZ, A SINGLE PERSON

("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS"). (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as mortgagee. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
BANK OF AMERICA, N.A.

FHA Illinois Mortgage with MERS - 4/96
MERS FHA Mortgage-IL
1004N-IL (11/07)(dl)

Page 1 of 8

Amended 2/01

("Lender") is organized and existing under the laws of THE UNITED STATES, and has an address of 101 South Tryon Street, Charlotte, NC 28255. Borrower owes Lender the principal sum of TWO HUNDRED TWENTY SIX THOUSAND THREE HUNDRED TWENTY FOUR and 00/100

Dollars (U.S. \$ 226,324.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on OCTOBER 01, 2039. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in COOK County, Illinois:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Parcel ID Number: 07041060150000
which has the address of

975 ROSEDALE LN, HOFFMAN ESTATES
[Street, City]

Illinois 60169-2619 ("Property Address");
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:
UNIFORM COVENANTS.

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.
2. **Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage

MERS FHA Mortgage-IL
1004N-IL (11/07)

ELECTRONICALLY FILED
3/29/2018 3:29 PM
2018-CH-04164
PAGE 4 of 26

insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable

ELECTRONICALLY FILED
3/29/2018 3:29 PM
2018-CH-04164
PAGE 5 of 26

wear and tear excepted, Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. **Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. **Governing Law; Severability.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Assignment of Rents. To the extent permitted by applicable law, Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding and invoke any other remedies permitted by applicable law. Lender shall be entitled to collect all costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender forecloses this Security Instrument, Lender shall give notice in the manner required by applicable law to Borrower and any other persons prescribed by applicable law. Lender shall also publish the notice of sale, and the Property shall be sold, as prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the manner prescribed by applicable law.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. § 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

20. Waiver of Homestead. In accordance with the laws of the State of Illinois, the undersigned are hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this State.

ELECTRONICALLY FILED
3/29/2018 3:29 PM
2018-CH-04164
PAGE 7 of 26

21. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].

- ☐ Condominium Rider ☐ Growing Equity Rider ☐ Other (specify)
☐ Planned Unit Development Rider ☐ Graduated Payment Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Michal M. Stankiewicz (Seal)
MICHAL M. STANKIEWICZ - Borrower

____ (Seal)
- Borrower

____ (Seal)
- Borrower

____ (Seal)
- Borrower

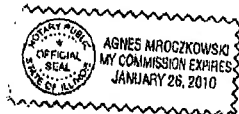
ELECTRONICALLY FILED
3/29/2018 3:29 PM
2018-CH-04164
PAGE 8 of 26

STATE OF ILLINOIS

I, Agnes Mroczkowski County ss: Cook
that Michal M. Staniewicz a Notary Public in and for said county and state do hereby certify

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed
and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.
Given under my hand and official seal, this 25th day of Sept, 2009.

My Commission Expires: 1/26/10



[Signature]
Notary Public

ELECTRONICALLY FILED
3/29/2018 3:29 PM
2018-CH-04164
PAGE 9 of 26

Saturn Title LLC Insurance Company
7243 W. Touhy Ave.
Chicago, IL 60631
773-775-5100
FAX: 773-775-2120
www.saturntitle.com

Chicago Title Insurance Company
COMMITMENT FOR TITLE INSURANCE



EXHIBIT A

Legal: LOT 15 IN BLOCK 242 IN THE HIGHLANDS WEST AT HOFFMAN ESTATES
XXXI, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 4,
TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN THE VILLAGE OF HOFFMAN ESTATES, SCHAUMBURG
TOWNSHIP, COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF
RECORDED ON JULY 30, 1969 AS DOCUMENT NUMBER 20915532, IN THE
OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS.

Address: 975 Rosedale Lane, Hoffman Estate, IL 60169

PIN: 07-04-106-015-0000

ELECTRONICALLY FILED
3/29/2018 3:29 PM
2018-CH-04164
PAGE 10 of 26

Atty. No.: 48928

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT – CHANCERY DIVISION

Bank of America, N.A.

Plaintiff,

vs.

Michal M. Stankiewicz; The United States of
America, Secretary of Housing and Urban
Development; Unknown Owners and Non-
Record Claimants

Defendants.

Case No. 2014-CH-01456

975 Rosedale Lane, Hoffman Estates,
IL 60169

Judge Pamela McLean Meyerson
Cal 56

ELECTRONICALLY FILED
3/29/2018 3:29 PM
2018-CH-04164
PAGE 11 of 26

ORDER SUBSTITUTING PLAINTIFF

This matter is before the Court on Plaintiff's Motion to Substitute Plaintiff. For good cause shown, the Court hereby drops Bank of America, N.A. as the plaintiff in this action and substitutes in its place the following entity:

Nationstar Mortgage, LLC JUDGE LEWIS NIXON

Shanna L. Bacher
Manley Deas Kochalski LLC
One East Wacker, Suite 1250
Chicago, IL 60601
Phone: 312-651-6700; Fax: 614-220-5613
Atty. No.: 48928
Email: MDKIllinoisFilings@manleydeas.com

ENTERED 15 2016
NOV

Date Filed Circuit Court - 1840

Judge

37171
cooper
 8950 Cypress Waters Blvd.
 Dallas, TX 75019

MORTGAGE LOAN STATEMENT



STATEMENT DATE
 10/18/2017

PAYMENT DUE DATE
 11/01/2017

LOAN NUMBER
 0630816577

**REINSTATEMENT
 AMOUNT DUE
 \$95,215.22**

PROPERTY ADDRESS

975 ROSEDALE LN
 HOFFMAN ESTATES, IL
 60169

If payment is received on or
 after 11/17/2017, a \$0.00 late
 fee will be charged.

0007268 02 MB 0.420 02 TR 00039 RNRGE4Q3 100000

MICHAEL M STANKIEWICZ
 THE LAW OFFICES OF ARTHUR C. ZAJA & ASSO
 7521 N MILWAUKEE AVENUE
 NILES IL 60714



QUESTIONS? WE'RE HERE TO HELP.

CUSTOMER SERVICE: 888-430-2432 YOUR Dedicated Loan Specialist
 Mon-Thru 7 a.m. to 6 p.m. (CT) Alexandria Gray
 Fri 7 a.m. to 6 p.m. (CT) AND CAN BE REACHED AT:
 Sat 8 a.m. to 2 p.m. (CT) (866) 316-2432 EXT. 5493360
 or via mail at:
 8950 Cypress Waters Blvd
 Dallas TX 75019

EXPLANATION OF AMOUNT DUE

CATEGORY	
PRINCIPAL	\$221.20
INTEREST	\$678.21
ESCROW AMOUNT (FOR TAXES & INSURANCE)	\$759.23
OPTIONAL PRODUCTS / SERVICES	\$0.00
TOTAL FEES & CHARGES	\$0.00
OVERDUE PAYMENT(S)	\$93,556.58
PARTIAL PAYMENT (UNAPPLIED)	\$0.00
REINSTATEMENT AMOUNT DUE	\$95,215.22
ACCELERATION AMOUNT DUE	\$162,537.51

ACCOUNT OVERVIEW

INTEREST BEARING PRINCIPAL BALANCE	INTEREST RATE 5.000%
\$162,771.13	
NON-INTEREST BEARING PRINCIPAL BALANCE	ESCROW BALANCE
\$26,538.28	-\$31,056.12

The Principal Balance does not represent the payoff amount of your account
 and is not to be used for payoff purposes.

PAST PAYMENTS BREAKDOWN

CATEGORY	PAID SINCE 09/20/2017	PAID YEAR TO DATE
PRINCIPAL	\$0.00	\$0.00
INTEREST	\$0.00	\$0.00
ESCROW MAKEGOODS	\$0.00	\$0.00
OPTIONAL INSURANCE	\$0.00	\$0.00
FEES & CHARGES	\$0.00	\$0.00
LENDER PAID EXPENSES	\$0.00	\$15.00
PARTIAL PAYMENT (UNAPPLIED)	\$0.00	\$0.00
TOTAL	\$0.00	\$15.00

See page 2 for detailed Lender Paid Expenses Summary

HERE'S SOME HELPFUL INFORMATION (See Page 2 for Additional Critical Notices)

The Reinstatement Amount Due is the amount you must pay as of the date of this billing statement to bring your loan current. Your loan has been accelerated. The Accelerated Amount Due is the approximate payoff as of the date of the billing statement. Neither of these amounts include fees and costs incurred but not yet billed. Please call us to request a reinstatement quote or payoff quote as these amounts will change frequently. We require all reinstatement payments to be made in certified funds through either a cashier's check or money order, made payable and mailed to Nationstar Mortgage LLC d/b/a Mr. Cooper.

As shown above, your escrow account has a negative balance. This shortage in your escrow account may result in an increase in your monthly escrow payment. We recommend you make additional payments to your escrow to eliminate or reduce the shortage.

TRANSACTION ACTIVITY (09/20/2017 to 10/18/2017)

DATE	DESCRIPTION	TOTAL	PRINCIPAL	INTEREST	ESCROW	OTHER
10/02/2017	Disbursement-Escrow	\$88.69			\$88.69	
09/26/2017	Property Inspections	-\$15.00				-\$15.00

Mr. Cooper is simply a new brand name for Nationstar Mortgage LLC. Nationstar Mortgage LLC is doing business as Nationstar Mortgage LLC d/b/a Mr. Cooper. Mr. Cooper is a service mark of Nationstar Mortgage LLC. All rights reserved.

Nationstar Mortgage LLC d/b/a Mr. Cooper is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you are currently in bankruptcy or have received a discharge in bankruptcy, this communication is not an attempt to collect a debt from you personally to the extent that it is prohibited by your bankruptcy or has been discharged, but is provided for informational purposes only.

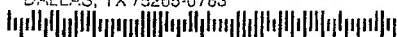
----- IDENTIFICATION AND OTHER INFORMATION FOR YOUR RECORD AND FOR OUR RECORDS -----

PLEASE CHECK BOX IF MAILING ADDRESS OR
 PHONE NUMBER HAS CHANGED. ENTER
 CHANGES ON BACK OF COUPON.

☐ MICHAEL M STANKIEWICZ

MICHAEL M STANKIEWICZ

MR. COOPER
 PO BOX 650783
 DALLAS, TX 75265-0783



ACCOUNT NUMBER 0630816577	REINSTATEMENT AMOUNT DUE* 11/01/2017 \$95,215.22
WRITE YOUR LOAN NUMBER ON YOUR CHECK OR MONEY ORDER AND MAKE PAYABLE TO MR. COOPER*	PAYMENT DUE IF RECEIVED ON OR AFTER 11/17/2017 \$95,215.22

ADDITIONAL ESCROW \$ _____
 ADDITIONAL PRINCIPAL \$ _____

TOTAL AMOUNT OF YOUR CHECK
 DO NOT SEND CASH

*All payments must be paid in full before additional principal reduction can be made.

GROUP EXHIBIT C

06308165770 009521522 009521522

ELECTRONICALLY FILED
 3/29/2018 3:29 PM
 2018-CH-04164
 PAGE 12 of 26

S 00007268 RNRGE4Q3 012525

IMPORTANT PAYMENT INFORMATION

- 1. If you are having difficulty making your payments, please contact your lender immediately. Do not ignore the problem. Ignoring the problem will only make it worse and may result in a default on your loan.
- 2. If you are having difficulty making your payments, please contact your lender immediately. Do not ignore the problem. Ignoring the problem will only make it worse and may result in a default on your loan.
- 3. If you are having difficulty making your payments, please contact your lender immediately. Do not ignore the problem. Ignoring the problem will only make it worse and may result in a default on your loan.
- 4. If you are having difficulty making your payments, please contact your lender immediately. Do not ignore the problem. Ignoring the problem will only make it worse and may result in a default on your loan.
- 5. If you are having difficulty making your payments, please contact your lender immediately. Do not ignore the problem. Ignoring the problem will only make it worse and may result in a default on your loan.
- 6. If you are having difficulty making your payments, please contact your lender immediately. Do not ignore the problem. Ignoring the problem will only make it worse and may result in a default on your loan.
- 7. If you are having difficulty making your payments, please contact your lender immediately. Do not ignore the problem. Ignoring the problem will only make it worse and may result in a default on your loan.
- 8. If you are having difficulty making your payments, please contact your lender immediately. Do not ignore the problem. Ignoring the problem will only make it worse and may result in a default on your loan.
- 9. If you are having difficulty making your payments, please contact your lender immediately. Do not ignore the problem. Ignoring the problem will only make it worse and may result in a default on your loan.
- 10. If you are having difficulty making your payments, please contact your lender immediately. Do not ignore the problem. Ignoring the problem will only make it worse and may result in a default on your loan.

SERVICE MEMBERS CIVIL SERVICE ACT

The Servicemembers Civil Relief Act (SCRA) provides certain protections for active-duty military personnel and their families. It includes provisions for the suspension of interest on pre-war debts, the reduction of interest rates on pre-war debts, and the suspension of certain civil actions against the government or its contractors.

FEES, CHARGES AND OVERDRAFTS

There are several fees and charges associated with this account. These include monthly service fees, transaction fees, and overdraft fees. Please refer to the account agreement for a complete list of fees and charges.

ACCOUNT CLOSURE AND RENEWAL

You may close your account at any time by contacting your lender. If you wish to renew your account, please contact your lender at least 30 days before the expiration date.

YOUR RIGHTS AND RESPONSIBILITIES

As a borrower, you have certain rights and responsibilities. It is important that you understand these rights and responsibilities and read the account agreement carefully.

late or missed payments and other defaults on your credit report which can impact your ability to obtain other forms of credit.

PAYMENT OPTIONS

- AUTOPAY** - You can set up automatic payments from your checking or savings account. This option is convenient and helps you avoid late payments.
- ONLINE PAYMENT** - You can make payments online through our secure website. This option is quick and easy.
- AUTOMATED PHONE PAYMENT** - You can make payments by phone using our automated system. This option is available 24 hours a day.
- AGENT ASSISTED PAYMENT** - You can make payments in person at one of our branches. This option is available during business hours.
- PAY BY MAIL** - You can make payments by mail using our pre-addressed payment envelope. This option is available for all payments.
- WIRE** - You can make payments by wire transfer. This option is available for all payments.
- MONEYGRAM EXPRESS PAYMENT** - You can make payments using MoneyGram. This option is available for all payments.
- WESTERN UNION QUICKCOLLECT** - You can make payments using Western Union QuickCollect. This option is available for all payments.

CONTACT INFORMATION

CUSTOMER SERVICE: 888-480-2432 - For more information about your account, please call our customer service line. We are available 24 hours a day, 7 days a week.

24-HOUR AUTOMATED ACCOUNT INFORMATION: For more information about your account, please call our 24-hour automated account information line. We are available 24 hours a day, 7 days a week.

MAILING ADDRESSES: Please provide your current mailing address to ensure that we can reach you with important notices and statements.

PAYMENTS:	NOTICE OF ERROR/ INFORMATION REQUEST/OWR:	OVERNIGHT DELIVERY CORRESPONDENCE:	INSURANCE RENEWALS/ BILLS:	TAX NOTICES/ BILLS:	BANKRUPTCY NOTICES/ PAYMENTS:

DISCLAIMER: THIS DOCUMENT IS A SUMMARY OF THE INFORMATION PROVIDED TO YOU BY YOUR LENDER. IT IS NOT A CONTRACT. THE FULL TEXT OF THE ACCOUNT AGREEMENT AND OTHER IMPORTANT DOCUMENTS ARE AVAILABLE TO YOU ON OUR WEBSITE. PLEASE READ THESE DOCUMENTS CAREFULLY TO UNDERSTAND YOUR RIGHTS AND RESPONSIBILITIES.

NOTE: This document is a summary of the information provided to you by your lender. It is not a contract. The full text of the account agreement and other important documents are available to you on our website. Please read these documents carefully to understand your rights and responsibilities.

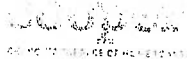


If payment is received on or after 11/17/2017, a \$0.00 late fee will be charged.

CUSTOMER SERVICE 888-480-2432 YOUR Dedicated Loan Specialist is
 Mon-Thu 7 a.m. to 8 p.m. (CT) **Alexandria Gray**
 Fri 7 a.m. to 6 p.m. (CT) **AND CAN BE REACHED AT:**
 Sat 8 a.m. to 2 p.m. (CT) **(866) 316-2432 EXT. 5493366**
www.mrcooper.com **or via email at:**
6950 Cypress Waters Blvd
Dallas, TX 75019

As part of our transformation to Mr. Cooper, we've enhanced your monthly billing statement, making it simpler and easier to read. To learn more, check out the 'how to read your statement' video guide online. Go to www.mrcooper.com/services/statements and sign in to your account or find it in the support section of our website at www.mrcooper.com/support/statements to locate

UUUU / Z00 KINRGCE4UJ U1C3Z0



8950 Cypress Waters Blvd.
Dallas, TX 75019

STATEMENT DATE
09/19/2017

PAYMENT DUE DATE
10/01/2017

10/01/2017

LOAN NUMBER
0630816577

PROPERTY ADDRESS

CITY/STATE/ZIP

HOFFMAN EST, IN 60109

AMOUNT DUE
\$93,609.56

Payment is due on or before 10/01/2017, and late fee will be charged.

0002300 02 AB 0.400 02 TR 00015 RNRGDS1 100000

MICHAEL M STANKIEWICZ
THE LAW OFFICES OF ARTHUR C.CZ
7521 N. MILWAUKEE AVENUE
NILES IL 60714



QUESTIONS? WE'RE HERE TO HELP.

CUSTOMER SERVICE: 888-480-2432 YOUR Dedicated Loan Specialist is:
Alexandria Gray
Mon-Fri 7 a.m. to 8 p.m. (CT)
AND CAN BE REACHED AT:
Sat 7 a.m. to 6 p.m. (CT)
Set 8 a.m. to 2 p.m. (CT)
www.mrcooper.com
OR VIA MAIL AT:
8950 Cypress Waters Blvd
Dallas, TX 75019

EXPLANATION OF AMOUNT DUE

CATEGORY	
PRINCIPAL	\$221.20
INTEREST	\$678.21
ESCROW ACCOUNT FOR TAXES & INSURANCE	\$759.23
OPTIONAL PRODUCTS & SERVICES	\$0.00
REGULAR MONTHLY PAYMENT	\$1,658.64
TOTAL FEES & CHARGES	\$0.00
OVERDUE PAYMENT(S)	\$91,950.82
PARTIAL PAYMENT (UNAPPLIED)	\$0.00
TOTAL AMOUNT DUE	\$93,609.56

Please call Mr. Cooper to request the full amount owed on your account as the amount due may be different than stated here due to interest and other charges or credits.

ACCOUNT OVERVIEW

INTEREST BEARING	INTEREST RATE
PRINCIPAL BALANCE	\$93,609.56
NON-INTEREST BEARING	
PRINCIPAL BALANCE	
ESCROW BALANCE	-\$30,967.43

The Principal Balance does not represent the payment amount of your account and is not to be used for payoff purposes.

PAST PAYMENTS BREAKDOWN

CATEGORY	PAID SINCE 08/19/2017	PAID YEAR TO DATE
PRINCIPAL	\$0.00	\$0.00
INTEREST	\$0.00	\$0.00
ESCROW (TAXES & INSURANCE)	\$0.00	\$0.00
OPTIONAL INSURANCE	\$0.00	\$0.00
FEES & CHARGES	\$0.00	\$0.00
LENDER PAID EXPENSES	\$0.00	\$15.00
PARTIAL PAYMENT (UNAPPLIED)	\$0.00	\$0.00
TOTAL	\$0.00	\$15.00

See page 2 for detailed Lender Paid Expenses Summary.

HERE'S SOME HELPFUL INFORMATION (See Page 2 for Additional Critical Notices)

As shown above, your escrow account has a negative balance. This shortage in your escrow account may result in an increase in your monthly escrow payment. We recommend you make additional payments to your escrow to eliminate or reduce this shortage.

Lender Paid Expenses are funds paid by Mr. Cooper on your behalf to another company. These expenses may include, but are not limited to, Legal Fees, Property Taxes, Homeowners Insurance, and Property Inspections.

If you do not wish to receive further statements, simply log into your account at www.mrcooper.com and click your selection to correspondence. Lender Paid Expenses offers convenient monthly email reminders, no fee mail, and emailed online access to view or download your personal documents.

TRANSACTION ACTIVITY (08/19/2017 to 09/19/2017) (See page 2 for more transactions)

DATE	DESCRIPTION	TOTAL	PRINCIPAL	INTEREST	ESCROW	OTHER
08/19/2017	Disbursement	\$93.60				
08/19/2017	Partial Payment	\$68.69				-\$68.69
08/19/2017	Escrow Adjustment	-\$89.69				\$89.69
09/01/2017	Disbursement-Insurance	\$1590.62				

Mr. Cooper is a mortgage servicer for National Mortgage LLC. National Mortgage LLC is a mortgage servicer for National Mortgage LLC. National Mortgage LLC is a mortgage servicer for National Mortgage LLC.

National Mortgage LLC d/b/a Mr. Cooper is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you are currently in bankruptcy or have received a discharge in bankruptcy, this communication is not an attempt to collect a debt from you personally to the extent that it is included in your bankruptcy or has been discharged, but is provided for informational purposes only.

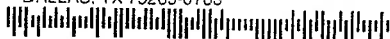
DETACH HERE AND RETURN WITH YOUR PAYMENT PLEASE ALLOW A MINIMUM OF 7 TO 10 DAYS FOR POSTAL OR INTEREST.



PLEASE CHECK BOX IF MAILING ADDRESS OR PHONE NUMBER HAS CHANGED. ENTER CHANGES ON BACK OF CHECK.

MICHAEL M STANKIEWICZ

MR. COOPER
PO BOX 650783
DALLAS, TX 75265-0783



ACCOUNT NUMBER 0630816577	TOTAL AMOUNT DUE* 10/01/2017 \$93,609.56
WRITE YOUR LOAN NUMBER ON YOUR CHECK OR MONEY ORDER AND MAKE PAYABLE TO: MR. COOPER	PAYMENT DUE IF RECEIVED ON OR AFTER 10/17/2017 \$93,609.56

ADDITIONAL ESCROW \$
**ADDITIONAL PRINCIPAL \$

TOTAL AMOUNT OF YOUR CHECK
DO NOT SEND CASH

*When you receive your statement, please check the amount due and pay it by the due date.

06308165770 009360956 009360956

ELECTRONICALLY FILED
3/29/2018 3:29 PM
2018-CH-04164
PAGE 15 of 26

[illegible]

CALL CHARGE AND OVERDRAFT FEE

1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 26

PAYMENT OPTIONS

- AUTOPAY - If you have a checking or savings account, we can automatically bill your card each month.
- ONLINE PAYMENT - You can pay your bill online at [www.westernunion.com](#).
- AUTOMATED PHONE SERVICE - Call 1-800-333-3333 to make payments over the phone.
- AGENT ASSISTED PAYMENT - Pay your bill at a Western Union agent location.
- PAY BY MAIL - Send your payment by check or money order to:

Western Union Bill Payment
 P.O. Box 100000
 Omaha, NE 68108-0000

When making a payment by mail, please allow 4-6 weeks for processing. All items are the responsibility of the customer. No cash refunds will be given. Please do not send cash or coins.

- WIRE - Wire transfers are available through our agents.

Please contact your local agent for more information about these options.

MONEYGRAM EXPRESSPAYMENT - MoneyGram ExpressPayment is a fast way to pay your bill. Visit [www.moneygram.com](#) for more information.

WESTERN UNION QUICKCOLLECT - Western Union QuickCollect is a service that allows you to pay your bill directly from your credit card.

CUSTOMER SERVICE: 888-480-2432 Please call 888-480-2432 for all customer service inquiries. For more information, please visit www.irs.gov or call 800-829-1040. For more information, please visit www.irs.gov or call 800-829-1040.

24-HOUR AUTOMATED ACCOUNT INFORMATION: Please call 888-480-2432 for more information.

MAILING ADDRESSES: Please call 888-480-2432 for more information.

PAYMENTS:

NOTICE OF ERROR/ INFORMATION REQUESTS/OWB:	OVERNIGHT DELIVERY CORRESPONDENCE:	INSURANCE RENEWALS/ BILLS:	TAX NOTICES/ BILLS:	BANKRUPTCY NOTICES/ PAYMENTS:
---	---	---------------------------------------	--------------------------------	--

PURSUANT TO THE "STANDARD CONTRACT" FORM, RE: THE FORMING OF POLYMER, 3 NOTICES WERE SENT TO THE
 AN ERROR OCCURRED IN THE ADDRESS OF THE POLYMER FORMING INFORMATION WITH REFERENCE TO THE ADDRESS OF THE

DOI: 10.1002/for

ELECTRONICALLY FILED
3/29/2018 3:29 PM
2018-CH-04164
PAGE 16 of 26

MORTGAGE LOAN STATEMENT

STATEMENT DATE

09/19/2017

PAYMENT DUE DATE

10/01/2017

LOAN NUMBER

0630816577

AMOUNT DUE

\$9,900.00

PROPERTY ADDRESS

975 ROSEDALE LN
HOFFMAN EST, IL 60169

If payment is received on or
after 10/17/2017, a \$0.00
late fee will be charged.

LENDER PAID EXPENSES

	LAST STATEMENT	TOTAL
PROPERTY INSPECTIONS (08/24/2017)	\$15.00	\$120.00
LEGAL FEES	\$0.00	\$2,160.75
TOTAL	\$15.00	\$2,280.75

QUESTIONS? WE'RE HERE TO HELP.

CUSTOMER SERVICE 888-480-2432

Mon-Fri: 7 am to 8 pm (CT)

Sat: 7 am to 8 pm (CT)

Sun: 8 am to 2 pm (CT)

1-800-480-2432

YOUR Dedicated Loan Specialist is:

Alexandra Grey

AND CAN BE REACHED AT:

(866) 316-6413 (ext. 5493360)

OR BY EMAIL:

agrey@mrcooper.com

Date: 09/19/2017

HERE'S SOME HELPFUL INFORMATION

You can make your payment online at www.mrcooper.com. There is no charge for this service.

As part of our transformation to Mr. Cooper, we've enhanced your monthly billing statement, making it simpler and easier to read. To learn more, check out the 'how to read your statement' video guide online. Go to www.mrcooper.com/servicing/statements and sign in to your account or find it in the support section of our website at www.mrcooper.com/support/statements/monthly.

TRANSACTION ACTIVITY (08/19/2017 to 09/19/2017) (Section continued from page 1)

DATE	DESCRIPTION	TOTAL	PRINCIPAL	INTEREST	ESCROW	OTHER
08/19/2017	Property Inspection	\$15.00				-\$15.00

ELECTRONICALLY FILED
3/29/2018 3:29 PM
2018-CH-04164
PAGE 17 of 26

NATIONSTAR MORTGAGE

8850 Cypress Waters Blvd.
Dallas, TX 75019

Customer Service: 868-480-2432
Monday through Thursday from 7 a.m. to 8 p.m. (CT), Friday from 7 a.m. to 6 p.m. (CT) and Saturday from 8 a.m. to 2 p.m. (CT)
www.mynationstar.com
Your Dedicated Loan Specialist is Alexandria Gray and can be reached at
(866) 316-2432 EXT. 5493360 or via mail at:
8850 Cypress Waters Blvd., Dallas, TX 75019

0012739 02 AB 0.400 02 TR 00068 RNRGA5U2 100000

MICHAEL M STANKIEWICZ
THE LAW OFFICES OF ARTHUR C.CZ
7521 N. MILWAUKEE AVENUE
NILES IL 60714



Statement Date: 08/16/2017
Loan Number: 0630816577
Payment Due Date: 09/01/2017
Amount Due: \$92,003.90
If payment is received on or after 09/11/2017, \$0.00 late fee will be charged.

Property Address:
975 ROSEDALE LN
HOFFMAN EST IL 60169

Interest Bearing Principal Balance \$162,771.18
Non-Interest Bearing Principal Balance \$26,538.24
Interest Rate 5.000%
Escrow Balance -\$29,288.12

The Principal Balance does not represent the full amount of your account and is not to be used for cash.

Principal \$221.20
Interest \$678.21
Escrow Amount (for Taxes & Insurance) \$759.23
Optional Products and Services \$0.00
Regular Monthly Payment \$1,558.64
Total Fees and Charges \$0.00
Overdue Payment(s) \$90,345.26
Partial Payment (Unapplied) \$0.00
Total Amount Due \$92,003.90

Please call Nationstar to request the full amount owed on your account as the amount due may be different than stated here due to interest and other charges or credits.

	Activity Since Last Statement	Total
Property Inspections (07/22/2017)	\$15.00	\$105.00
Legal Fees	\$0.00	\$2,160.75
Total	\$15.00	\$2,265.75

	Payments Rec'd since 07/19/2017	Paid Year to Date
Principal	\$0.00	\$0.00
Interest	\$0.00	\$0.00
Escrow (Taxes & Insurance)	\$0.00	\$0.00
Optional Insurance	\$0.00	\$0.00
Fees and Charges	\$0.00	\$0.00
Lender Paid Expenses	\$0.00	\$15.00
Partial Payment (Unapplied)	\$0.00	\$0.00
Total	\$0.00	\$15.00

ELECTRONICALLY FILED
3/29/2018 3:29 PM
2018-CH-04164
PAGE 18 of 26

Date	Description	Total	Principal	Interest	Escrow	Other
08/01/2017	Disbursement-Suspense	-\$88.69				
07/23/2017	Partial Payment	\$88.69				-\$88.69
07/29/2017	Escrow Adjustment	-\$88.69				\$88.69
07/25/2017	Property Inspections	\$15.00				

As shown above, your escrow account has a negative balance. This shortage in your escrow account may result in an increase in your monthly escrow payment. We recommend you make additional payments to your escrow to eliminate or reduce the shortage.

Lender Paid Expenses are funds paid by Nationstar on your behalf to another company. These expenses may include, but are not limited to, Legal Fees, Property Taxes, Homeowners Insurance, and Property Inspections.

If you do not wish to receive paper statements, simply log into your account at www.mynationstar.com and alter your selection to eCorrespondence. eCorrespondence offers convenient monthly email reminders, no lost mail, and archived online access to view or download to your personal computer. You can make your payment online at www.mynationstar.com. There is no charge for this service.

NATIONSTAR IS A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. HOWEVER, IF YOU ARE CURRENTLY IN BANKRUPTCY OR HAVE RECEIVED A DISCHARGE IN BANKRUPTCY, THIS COMMUNICATION IS NOT AN ATTEMPT TO COLLECT A DEBT FROM YOU PERSONALLY TO THE EXTENT THAT IT IS INCLUDED IN YOUR BANKRUPTCY OR HAS BEEN DISCHARGED, BUT IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY.

DETACH HERE AND RETURN WITH YOUR PAYMENT. PLEASE ALLOW A MINIMUM OF 7 TO 10 DAYS FOR POSTAL DELIVERY.

☐ PLEASE CHECK BOX IF MAILING ADDRESS OR PHONE NUMBER HAS CHANGED. ENTER CHANGES ON BACK OF COUPON.
MICHAEL M STANKIEWICZ

ACCOUNT NUMBER 0630816577	TOTAL AMOUNT DUE* 09/01/2017 \$92,003.90
WRITE YOUR LOAN NUMBER ON YOUR CHECK OR MONEY ORDER AND MAKE PAYABLE TO NATIONSTAR MORTGAGE*	
PAYMENT DUE IF RECEIVED ON OR AFTER 09/17/2017 \$92,003.90	

NATIONSTAR MORTGAGE
PO BOX 650783
DALLAS, TX 75265-0783

ADDITIONAL ESCROW \$ _____
**ADDITIONAL PRINCIPAL \$ _____
TOTAL AMOUNT OF YOUR CHECK
DO NOT SEND CASH

*All amounts must be paid in full before additional principal reduction can be made.

06308165770 009200390 009200390

S 00012/39 RNRGA5U2 021842

It is important to use the remittance stub and envelope provided since both contain computer encoding that will help ensure prompt and accurate posting of payments. Always include your loan number on your check or money order. However, should you not receive your statement, DO NOT DELAY PAYMENT, simply write your loan number on your check or money order and mail to the payment address as provided in the Contact Information section below.

Do not send cash or correspondence as this could delay processing. Correspondence should be sent to the address provided in the Contact Information section below.

Please be advised that if your account is delinquent or if there are fees and charges due, your account may not be paid ahead nor may principal reduction payments be applied. When Nationstar Mortgage receives a remittance that is in excess of a payment amount, that excess is applied to your account in accordance with a predetermined sequence: 1) Principal and interest due; 2) Applicable Escrow amounts; 3) Fees and other charges assessed to your account. Once this sequence has been satisfied, you may give specific instructions as to how you would like excess amounts to be applied to your account by noting your preference on the face of your remittance stub.

Any lump sum received that is not accompanied by a payoff quote will be applied according to our standard payment application rules. This will not result in satisfaction and reconveyance/release unless amount tendered satisfies all amounts due and owing on the account.

A Schedule of Fees for Select Services may be found on our website at www.mynationstar.com.

SERVICEMEMBERS CIVIL RELIEF ACT

The Servicemembers Civil Relief Act (SCRA) may offer protection or relief to members of the military who have been called to active duty. If you are a member of the military who has been called to active duty or received a Permanent Change of Station order and you have not already made us aware, please forward a copy of your orders to us at: [Nationstar Mortgage LLC, Attn: Military Families](mailto:NationstarMortgageLLC@att.net), P.O. Box 619098, Dallas, TX 75261-9741, fax 855-856-0427 or email MilitaryFamilies@nationstar.com. Be sure to include your loan number with the copy of the orders.

Please visit our website at www.mynationstar.com for complete details regarding Legal Rights and Protections under the SCRA.

LATE CHARGES AND OVERDRAFT FEES

Payments received and posted after a grace period will be assessed a late charge. The late charge rate and number of grace days are shown on your Note. Please allow adequate time for postal delays as the receipt and posting date will govern the assessment of a late charge. Partial payments cannot be applied. If a payment is credited to your account and subsequently dishonored by your bank, Nationstar Mortgage will reverse that payment and assess your loan account an insufficient funds fee of up to \$30.00, as permitted by applicable law. (This fee may vary by state.)

HOMEOWNER COUNSELING NOTICE

If your loan is delinquent, you are entitled to receive homeownership counseling from an agency approved by the United States Department of Housing and Urban Development (HUD). A list of the HUD-approved, nonprofit homeownership counseling agencies may be downloaded from the Internet at: <http://www.hud.gov/edc/hudweb/hudweb04.cfm> or by calling the HUD toll free residential area.

NEW YORK STATE RESIDENTS

For those customers who reside in the state of New York, borrowers may file complaints about the Service with the New York State Banking Department or may obtain further information by calling the Department's Consumer Help Unit at 1-800-342-3738 or by visiting the Department's website at www.dfs.ny.gov. Nationstar Mortgage LLC is registered with the New York Superintendent of Banks.

allows you to have your payment automatically debited, each month, from the checking or savings account of your choice. Nationstar Mortgage does not charge a fee to activate this service. Call 888-480-2432 for more information or visit our website at www.mynationstar.com.

allows you to log on to your account anytime to make a payment. There is no charge for this service. Log onto www.mynationstar.com.

is a pay-by-phone service provided through our automated phone system. There may be a fee of up to \$14 for this service. Call 888-480-2432.

is a pay-by-phone service provided by a customer service agent. Call 888-480-2432 and speak with an agent. There may be a fee of up to \$19 for this service.

Detach the coupon provided with this statement and mail it with your check or money order in the envelope provided. Please write your loan number on your payment and allow adequate time for postal delays as the receipt and posting date will govern the assessment of late charges.

ensures same-day delivery of your payment to Nationstar Mortgage. Visit your local MoneyGram Agent. Call 1-800-925-9400 to locate the one nearest you. Complete the ExpressPayment form, providing your name and Nationstar Mortgage loan number. The MoneyGram Receive Code is ***1676***. All ExpressPayment transactions require cash. The agent will charge a fee for this service.

ensures same-day delivery of your payment to Nationstar Mortgage. Visit your local Western Union Agent. Call 1-800-323-3000 to locate the one nearest you. Complete the QuickCollect form with your name and Nationstar Mortgage loan number, indicating:

Pay to: Nationstar Mortgage Code City: Aster State: TX

All QuickCollect transactions require cash. Western Union will charge a fee for this service.

NOTICE TO CUSTOMERS MAKING PAYMENTS BY CHECK

Authorization to Convert Your Check: If you send us a check to make your payment, your check may be converted into an electronic fund transfer. An electronic fund transfer is the process in which your financial institution transfers funds electronically from your account to our account. By sending your completed signed check to us, you authorize us to copy your check and use the information from your check to make an electronic funds transfer from your account for the same amount as the check. If the electronic fund transfer cannot be processed for technical reasons, you authorize us to process the copy of your check.

Insufficient Funds: The electronic fund transfer from your account will usually occur within 24 hours of our receipt of your check. If the electronic fund transfer cannot be completed because of insufficient funds, you may be assessed an NSF fee in connection with the attempted transaction.

Transaction Information: The electronic fund transfer from your account will be on the account statement you receive from your financial institution. You will not receive your original check back from your financial institution. For security reasons, your original check will be destroyed, but we will keep a secured copy of the check for record keeping purposes.

Your Rights: You should contact your financial institution immediately if you believe that the electronic fund transfer reported on your statement was not properly authorized or is otherwise incorrect. Consumers have protections under the Electronic Fund Transfer Act for any unauthorized or incorrect electronic fund transfer.

CONTACT INFORMATION

Customer Service: 888-480-2432, Monday through Thursday from 7 a.m. to 8 p.m. (CT), Friday from 7 a.m. to 6 p.m. (CT) and Saturday from 8 a.m. to 2 p.m. (CT) [Calls may be monitored and/or recorded for quality assurance purposes]

24-Hour Emergency Fax: 888-480-2432. Log on to www.mynationstar.com OR call 1-800-925-9400.

Payment addresses for Nationstar Mortgage are listed below. Please carefully select the address suited to your needs and remember, sending payments to any address other than the one specifically identified for payments will result in delays and may result in additional fees being assessed to your account.

PO BOXES	SUBSIDIARY OFFICES	GOVERNMENT OFFICES	INSURANCE AGENTS	TX OFFICES	TX OFFICES
P.O. Box 650783 Dallas, TX 75265-0783	P.O. Box 619098 Dallas, TX 75261-9741	8950 Cypress Waters Blvd. Dallas, TX 75019	P.O. Box 7729 Springfield, OH 45501-7729 Fax (800) 687-4729	P.O. Box 991229 Fort Worth, TX 76161-0229 Fax (817) 826-1861	P.O. Box 619098 Dallas, TX 75261-9741

"PURSUANT TO RESPA, A "QUALIFIED WRITTEN REQUEST" (QWR) REGARDING THE SERVICING OF YOUR LOAN, A NOTICE ASSERTING THAT AN ERROR OCCURRED WITH RESPECT TO YOUR LOAN OR A NOTICE REQUESTING INFORMATION WITH RESPECT TO YOUR LOAN MUST BE SENT TO THIS ADDRESS: Nationstar Mortgage, P.O. Box 619098, Dallas, TX 75261-9741, Attn: Customer Relations Officer. A "qualified written request" must comply with the requirements of RESPA, as follows: Qualified written request, defined, A qualified written request means a written correspondence (other than notice on a payment coupon or other payment medium supplied by the servicer) that includes, or otherwise enables the servicer to identify, the name and account of the borrower, and includes a statement of the reasons why the borrower believes the account is in error, if applicable, or that provides sufficient detail to the servicer regarding information relating to the servicing of the loan sought by the borrower. A QWR notice of error or request for information is not in part if it is delivered to a servicer more than 1-year after a loan has been closed and the borrower is not a current borrower of the mortgage loan is discharged, whichever date is applicable.

Nationstar Mortgage LLC, its affiliates, successors or its assigns or their officers, directors, agents, or employees, are neither liable nor responsible for, or make any representation regarding the products or services offered on any enclosed inserts.

CHANGE OF ADDRESS OR TELEPHONE NUMBER

Check the appropriate box: ☐ Mailing Address ☐ Telephone Number Loan #: _____

Borrower's Name: _____ Co-Borrower's Name: _____

Borrower's New Address: _____ Co-Borrower's New Address: _____

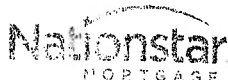
Authorized Borrower Number(s): _____ Authorized Co-Borrower Number(s): _____

Home () _____ Mobile: Yes No Home () _____ Mobile: Yes No

Work () _____ Ext: _____ Mobile: Yes No Work () _____ Ext: _____ Mobile: Yes No

Other () _____ Mobile: Yes No Other () _____ Mobile: Yes No

Signature Required: _____ Signature Required: _____



8950 Cypress Waters Blvd.
Dallas, TX 75019

www.mynationstar.com | 8950 Cypress Waters Blvd. | Dallas, TX 75019



08/18/2017

- Your loan is currently in the Foreclosure process.
- Please contact us at (866) 316-2432 EXT. 5493360

MICHAL M STANKIEWICZ
THE LAW OFFICES OF ARTHUR C.CZ
7521 N. MILWAUKEE AVENUE
NILES IL 60714

RE: Loan Number: 0630816577
Property Address: 975 ROSEDALE LN
HOFFMAN EST, IL 60169

Dear Michal M Stankiewicz:

At Nationstar Mortgage, we're committed to helping homeowners find solutions that could help them stay in their home and continue enjoying all the benefits of homeownership, even in times of difficulties.

Why am I receiving this letter?

Your mortgage payment is currently past due for 01/01/2013. We have completed the first filing notice required to start the foreclosure process on your account. Here is a recent payment history, and the reason for our concern.

Recent Account History:

- Payment due 03/01/2017: Unpaid balance of \$1,605.66
- Payment due 04/01/2017: Unpaid balance of \$1,605.66
- Payment due 05/01/2017: Unpaid balance of \$1,605.66
- Payment due 06/01/2017: Unpaid balance of \$1,605.66
- Payment due 07/01/2017: Unpaid balance of \$1,605.66
- Payment due 08/01/2017: Unpaid balance of \$1,605.66
- Current payment due 09/01/2017: \$1,658.64

Total: \$92,003.90 due. You must pay this amount to bring your loan current.

Please call Nationstar Mortgage to request the full amount owed on your account as the amount due may be different than stated here due to interest and other charges or credits.

What do I need to know?

Failure to bring your loan current may result in fees, possibly even foreclosure and the loss of your home. We are here to help. You do have options.* Here are some of the solutions that might be available, depending on your situation:

- Modifying the terms of your current loan.
- Receiving a payment forbearance that temporarily gives you more time to pay your monthly payment.
- If you simply can't pay your mortgage, an alternative to foreclosure may be selling your home and using the proceeds to pay off your current loan. A short payoff may be acceptable, or a deed in lieu of foreclosure may be an option.

Additional resources are also available. For extra help, you can reach out to housing counselors who'll work as your advocate while exploring solutions that could help you keep your home.

- The Consumer Financial Protection Bureau: <http://www.consumerfinance.gov/mortgagehelp>
- The Department of Housing and Urban Development (HUD): <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>
- HUD Housing Counseling Agency Locator: (800) 569-4287
- The Homeowners HOPE™ Hotline Number: (888) 995-HOPE

What do I need to do?

The sooner we hear from you, the sooner we can help get your homeownership back on track. If you've already reached out for help, don't worry, that process is still proceeding and no further action is required.

If you have any questions, your Dedicated Loan Specialist is Alexandria Gray and can be reached at (866)-316-2432 EXT. 5493360 or via mail at the address listed above. Our hours of operation are Monday through Thursday from 7 a.m. to 8 p.m. (CT), Friday from 7 a.m. to 6 p.m. (CT) and Saturday from 8 a.m. to 2 p.m. (CT).

Sincerely,
Nationstar Mortgage LLC
Loss Mitigation Department

*Borrower must meet certain requirements to qualify for any of the options/products referenced. Terms are subject to change.

Nationstar is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you are currently in bankruptcy or have received a discharge in bankruptcy, this communication is not an attempt to collect a debt from you personally to the extent that it is included in your bankruptcy or has been discharged, but is provided for informational purposes only.



ELECTRONICALLY FILED
3/29/2018 3:29 PM
2018-CH-04164
PAGE 20 of 26

Legal Rights and Protections Under the SCRA

Servicemembers on "active duty" or "active service," or a spouse or dependent of such a servicemember may be entitled to certain legal protections and debt relief pursuant to the Servicemembers Civil Relief Act (50 USC App. §§ 501-597b) (SCRA).

Who May Be Entitled to Legal Protections Under the SCRA?

- Regular members of the U.S. Armed Forces (Army, Navy, Air Force, Marine Corps and Coast Guard).
- Reserve and National Guard personnel who have been activated and are on Federal active duty.
- National Guard personnel under a call or order to active duty for more than 30 consecutive days under section 502(f) of the 32, United States Code, for purposes of responding to a national emergency declared by the President and supported by Federal funds.
- Active service members of the commissioned corps of the Public Health Service and the National Oceanic and Atmospheric Administration.
- Certain United States citizens serving with the armed forces of a nation with which the United States is allied in the prosecution of a war or military action.

What Legal Protections Are Servicemembers Entitled To Under the SCRA?

- The SCRA states that a debt incurred by a servicemember, or servicemember and spouse jointly, prior to entering military service shall not bear interest at a rate above 6% during the period of military service and 90 days thereafter, in the case of an obligation or liability consisting of a mortgage, trust deed, or other security in the nature of a mortgage, or during the period of military service in the case of any other obligation or liability.
- The SCRA states that in a legal action to enforce a debt against real estate that is filed during, or within one year after the servicemember's military service, a court may stop the proceedings for a period of time, or adjust the debt. In addition, the sale, foreclosure, or seizure of real estate shall not be valid if it occurs during or within 90 days after the servicemember's military service unless the creditor has obtained a valid court order approving the sale, foreclosure, or seizure of the real estate.
- The SCRA contains many other protections besides those applicable to home loans.

How Does A Servicemember or Dependent Request Relief Under the SCRA?

- In order to request relief under the SCRA from loans with interest rates above 6% a servicemember or spouse must provide a written request to the lender, together with a copy of the servicemember's military orders.
Nationstar Mortgage, Attn: Military Families, PO Box 619098, Dallas, TX 75261-9741
- There is no requirement under the SCRA, however, for a servicemember to provide a written notice or a copy of a servicemember's military orders to the lender in connection with a foreclosure or other debt enforcement action against real estate. Under these circumstances, lenders should inquire about the military status of a person by searching the Department of Defense's Defense Manpower Data Center's website, contacting the servicemember, and examining their files for indicia of military service. Although there is no requirement for servicemembers to alert the lender of their military status in these situations, it still is a good idea for the servicemember to do so.

How Does a Servicemember or Dependent Obtain Information About the SCRA?

- Servicemembers and dependents with questions about the SCRA should contact their unit's Judge Advocate, or their installation's Legal Assistance Officer. A military legal assistance office locator for all branches of the Armed Forces is available at <http://legalassistance.law.af.mil/content/locator.php>
- "Military OneSource" is the U. S. Department of Defense's information resource.
If you are listed as entitled to legal protections under the SCRA (see above), please go to www.militaryonesource.mil/legal or call 1-800-342-9647 (toll free from the United States) to find out more information. Dialing instructions for areas outside the United States are provided on the website.

If this account is active or has been discharged in a bankruptcy proceeding, be advised this communication is for informational purposes only and not an attempt to collect a debt. Please note, however, Nationstar reserves the right to exercise the legal rights only against the properly securing the original obligation.

Customer Service: 1-888-480-2432
Monday - Thursday: 8 a.m. - 8 p.m. CT
Friday: 8 a.m. - 6 p.m. CT and Saturday: 8 a.m. - 2 p.m. CT
MyNationstar.com
Your Dedicated Loan Specialist is Blake Waldrum and can be reached
at (866) 316-2432 EXT. 9566214 or via mail at:
8850 Cypress Waters Blvd, Coppell, TX 75019

3-592-03208-002343-002-1-000-001-000-000



MICHAEL M STANKIEWICZ
THE LAW OFFICES OF ARTHUR C.CZ
7521 N. MILWAUKEE AVENUE
NILES IL 60714



Statement Date: 07/18/2017

Loan Number: 0630816577

Payment Due Date: 08/01/2017

Amount Due: \$90,398.24

If payment is received on or after 08/17/17, \$0.00 late fee will be charged.

Property Address:
975 ROSEDALE LN
HOFFMAN EST IL 60169

Interest Bearing Principal Balance \$162,771.18
Non-Interest Bearing Principal Balance \$26,538.24
Interest Rate 5.000%
Escrow Balance -\$29,199.43

The Principal Balance does not represent the payoff amount of your account and is not to be used for payoff purposes.

Principal \$221.20
Interest \$578.21
Escrow Amount (for Taxes & Insurance) \$759.23
Optional Products and Services \$0.00
Regular Monthly Payment \$1,658.64
Total Fees and Charges \$0.00
Overdue Payment(s) \$88,739.60
Partial Payment (Unapplied) \$0.00
Total Amount Due \$90,398.24

Please call Nationstar to request the full amount owed on your account as the amount due may be different than stated here due to interest and other charges or credits.

	Activity Since Last Statement	Total
Legal Fees	\$0.00	\$2,160.75
Property Inspections (06/24/2017)	\$15.00	\$90.00
Total	\$15.00	\$2,250.75

	Payments Rec'd since 06/21/2017	Paid Year to Date
Principal	\$0.00	\$0.00
Interest	\$0.00	\$0.00
Escrow (Taxes & Insurance)	\$0.00	\$0.00
Optional Insurance	\$0.00	\$0.00
Fees and Charges	\$0.00	\$0.00
Lender Paid Expenses	\$0.00	\$15.00
Partial Payment (Unapplied)	\$0.00	\$0.00
Total	\$0.00	\$15.00

ELECTRONICALLY FILED
3/29/2018 3:29 PM
2018-CH-04164
PAGE 22 of 26

Date	Description	Total	Principal	Interest	Escrow	Other
07/14/2017	Disbursement-County Tax	\$3,243.53			\$3,243.53	
07/10/2017	Disbursement-Suspense	-\$88.69				-\$88.69
07/06/2017	Partial Payment	-\$88.69				-\$88.69
07/06/2017	Escrow Adjustment	-\$88.69			-\$88.69	
06/27/2017	Property Inspections	-\$15.00				-\$15.00

As shown above, your escrow account has a negative balance. This shortage in your escrow account may result in an increase in your monthly escrow payment. We recommend you make additional payments to your escrow to eliminate or reduce the shortage.

"Lender Paid Expenses" are funds paid by Nationstar on your behalf to another company. These expenses may include, but are not limited to, Legal Fees, Property Taxes, Homeowners Insurance, and Property Inspections.

If you do not wish to receive paper statements, simply log into your account at MyNationstar.com and alter your selection to eCorrespondence. ECorrespondence offers convenient monthly email reminders, no lost mail, and archived online access to view or download to your personal computer.

You can make your payment online at MyNationstar.com. There is no charge for this service.

NATIONSTAR IS A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. HOWEVER, IF YOU ARE CURRENTLY IN BANKRUPTCY OR HAVE RECEIVED A DISCHARGE IN BANKRUPTCY, THIS COMMUNICATION IS NOT AN ATTEMPT TO COLLECT A DEBT FROM YOU PERSONALLY TO THE EXTENT THAT IT IS INCLUDED IN YOUR BANKRUPTCY OR HAS BEEN DISCHARGED, BUT IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. DETACH HERE AND RETURN WITH YOUR PAYMENT. PLEASE ALLOW A MINIMUM OF 7 TO 10 DAYS FOR POSTAL DELIVERY.

MyNationstar.com

☐ PLEASE CHECK BOX IF MAILING ADDRESS OR PHONE NUMBER HAS CHANGED. ENTER CHANGES ON BACK OF COUPON.
MICHAEL M STANKIEWICZ

ACCOUNT NUMBER 0630816577	TOTAL AMOUNT DUE* 08/01/2017 \$90,398.24
WRITE YOUR LOAN NUMBER ON YOUR CHECK OR MONEY ORDER AND MAKE PAYABLE TO NATIONSTAR MORTGAGE.	PAYMENT DUE IF RECEIVED ON OR AFTER 08/17/2017 \$90,398.24

NATIONSTAR MORTGAGE
PO BOX 650783
DALLAS, TX 75265-0783



ADDITIONAL ESCROW \$
**ADDITIONAL PRINCIPAL \$

TOTAL AMOUNT OF YOUR CHECK
DO NOT SEND CASH

**All amounts must be paid in full before additional principal reduction can be made.

06308165770 009039824 009039824

- It is important to use the remittance stub and envelope provided since both contain computer encoding that will help ensure prompt and accurate posting of payments. Always include your loan number on your check or money order. However, should you not receive your statement, DO NOT DELAY PAYMENT, simply write your loan number on your check or money order and mail to the payment address as provided in the Contact Information section below.
- Do not send cash or correspondence as this could delay processing. Correspondence should be sent to the address provided in the Contact Information section below.
- Please be advised that if your account is delinquent or if there are fees and charges due, your account may not be paid ahead nor may principal reduction payments be applied. When Nationstar Mortgage receives a remittance that is in excess of a payment amount, that excess is applied to your account in accordance with a predetermined sequence: 1) Principal; 2) Interest due; 3) Applicable Escrow amounts; 4) Fees and other charges assessed to your account. Once this sequence has been satisfied, you may give specific instructions as to how you would like excess amounts to be applied to your account by noting your preference on the face of your remittance stub.
- Any lump sum received that is not accompanied by a payoff quote will be applied according to our standard payment application rules. This will not result in satisfaction and reconveyance/release unless amount tendered satisfies all amounts due and owing on the account.
- A Schedule of Fee for Select Services may be found on our website at MyNationstar.com.

SERVICEMEMBERS CIVIL RELIEF ACT
The Servicemembers Civil Relief Act (SCRA) may offer protection or relief to members of the military who have been called to active duty. If you are a member of the military who has been called to active duty or received a Permanent Change of Station order and you have not already made us aware, please forward a copy of your orders to us at: [Nationstar Mortgage LLC, Attn: Military Families, P.O. Box 619098, Dallas, TX 75261-0741](mailto:NationstarMortgageLLC@nationstarmail.com), fax 855-856-0427 or email MilitaryFamilies@nationstarmail.com. Be sure to include your loan number with the copy of the orders.

Please visit our website at MyNationstar.com for complete details regarding Legal Rights and Protections Under the SCRA.

LATE CHARGES AND OVERDRAFT FEES

Payments received and posted after a grace period will be assessed a late charge. The late charge rate and number of grace days are shown on your Note. Please allow adequate time for postal delays as the receipt and posting date will govern the assessment of a late charge. Partial payments cannot be applied. If a payment is credited to your account and subsequently dishonored by your bank, Nationstar Mortgage will reverse that payment and assess your loan account an insufficient funds fee of up to \$30.00, as permitted by applicable law. (This fee may vary by state.)

HOMEOWNER COUNSELING NOTICE

If your loan is delinquent, you are entitled to receive homeownership counseling from an agency approved by the United States Department of Housing and Urban Development (HUD). A list of the HUD-approved, nonprofit homeownership counseling agencies may be downloaded from the Internet at: <http://www.hud.gov/ohc/hac/sch/hac/hacapp14.cfm> or by calling the HUD toll free number 1-800-569-4287 (toll free TDD number 1-800-877-8339) to obtain a list of approved nonprofit agencies serving your residential area.

NEW YORK STATE RESIDENTS

For those customers who reside in the state of New York, borrower may file complaints about the Servicer with the New York State Banking Department or may obtain further information by calling the Department's Consumer Help Unit at 1-800-342-3739 or by visiting the Department's website at www.dfs.ny.gov. Nationstar Mortgage LLC is registered with the New York State Department of Banking.

allows you to have your payment automatically debited, each month, from the checking or savings account of your choice. Nationstar Mortgage does not charge a fee to activate this service. Call 1-888-480-2432 for more information or visit our website at MyNationstar.com.

allows you to log on to your account anytime to make a payment. There is no charge for this service. Log onto MyNationstar.com.

is a pay-by-phone service provided through our automated phone system. There may be a fee of up to \$14 for this service. Call

1-888-480-2432.

is a pay-by-phone service provided by a customer service agent. Call 1-888-480-2432 and speak with an agent. There may be a fee of up to \$19 for this service.

Detach the coupon provided with this statement and mail it with your check or money order in the envelope provided. Please write your loan number on your payment and allow adequate time for postal delays as the receipt and posting date will govern the assessment of late charges.

ensures same-day delivery of your payment to Nationstar Mortgage. Visit your local MoneyGram Agent. Call 1-800-926-9400 to locate the one nearest you. Complete the Express Payment form, providing your name and Nationstar Mortgage loan number. The MoneyGram Receive Code is ***1678***. All Express Payment transactions require cash. The agent will charge a fee for this service.

* ensures same-day delivery of your payment to Nationstar Mortgage. Visit your local Western Union Agent. Call 1-800-325-6030 to locate the one nearest you. Complete the QuickCollect form with your name and Nationstar Mortgage loan number, indicating.

Pay to: Nationstar Mortgage Code City: Astar State: TX

All QuickCollect transactions require cash. Western Union will charge a fee for this service.

NOTICE TO CUSTOMERS MAKING PAYMENTS BY CHECK

Authorization to Convert Your Check: If you send us a check to make your payment, your check may be converted into an electronic fund transfer. An electronic fund transfer is the process in which your financial institution transfers funds electronically from your account to our account. By sending your completed signed check to us, you authorize us to copy your check and use the information from your check to make an electronic funds transfer from your account for the same amount as the check. If the electronic fund transfer cannot be processed for technical reasons, you authorize us to process the copy of your check.

Insufficient Funds: The electronic fund transfer from your account will usually occur within 24 hours of our receipt of your check. If the electronic fund transfer cannot be completed because of insufficient funds, you may be assessed an NSF fee in connection with the attempted transaction.

Transaction Information: The electronic fund transfer from your account will be on the account statement you receive from your financial institution. You will not receive your original check back from your financial institution. For security reasons, your original check will be destroyed, but we will keep a secured copy of the check for record keeping purposes.

Your Rights: You should contact your financial institution immediately if you believe that the electronic fund transfer reported on your statement was not properly authorized or is otherwise incorrect. Consumers have protections under the Electronic Fund Transfer Act for any unauthorized or incorrect electronic fund transfer.

1-888-480-2432, Monday through Thursday 8 am - 6 pm CT, Friday 8 am - 6 pm CT, and Saturday 8 am - 2 pm CT.
[Calls may be monitored and/or recorded for quality assurance purposes]

Log on to MyNationstar.com OR call

for Nationstar Mortgage are listed below. Please carefully select the address suited to your needs and remember, sending payments to any address other than the one specifically identified for payments will result in delays and may result in additional fees being assessed to your account.

P.O. Box 650783
Dallas, TX 75265-0783

P.O. Box 619098
Dallas, TX 75261-0741

8960 Cypress Waters Blvd
Coppell, TX 75019

P.O. Box 7729
Springfield, OH 45501-7729
Fax (800) 687-4729

P.O. Box 961229
Fort Worth, TX 76161-0229
Fax (817) 826-1861

P.O. Box 619094
Dallas, TX 75261-0741

***PURSUANT TO RESPA, A "QUALIFIED WRITTEN REQUEST" (QWR) REGARDING THE SERVICING OF YOUR LOAN, A NOTICE ASSERTING THAT AN ERROR OCCURRED WITH RESPECT TO YOUR LOAN OR A NOTICE REQUESTING INFORMATION WITH RESPECT TO YOUR LOAN MUST BE SENT TO THIS ADDRESS:** Nationstar Mortgage, P.O. Box 619098, Dallas, TX 75261-0741, Attn: Customer Relations Officer. A "qualified written request" must comply with the requirements of RESPA, as follows: Qualified written request; defined. A qualified written request means a written correspondence (other than notice on a payment coupon or other payment medium supplied by the servicer) that includes, or otherwise enables the servicer to identify, the name and account of the borrower, and includes a statement of the reasons that the borrower believes the account is in error, if applicable, or that provides sufficient detail to the servicer regarding information relating to the servicing of the loan sought by the borrower. A QWR, notice of error or request for information is not timely if it is delivered to a servicer more than 1 year after either the date a transfer of servicing of the loan is announced or the date the error is discovered, whichever date is applicable.

Nationstar Mortgage LLC, its affiliates, successors or its assigns or their officers, directors, agents, or employees, are neither liable nor responsible for, or make any representation regarding the products or services offered on any enclosed inserts.

CHANGE OF ADDRESS OR TELEPHONE NUMBER

Check the appropriate box:

☐ Mailing Address

☐ Telephone Number

Loan #:

Borrower's Name:

Co-Borrower's Name:

Borrower's New Address:

Co-Borrower's New Address:

Authorized Borrower Number(s):

Authorized Co-Borrower Number(s):

Home ()

Mobile: Yes No

Home ()

Mobile: Yes No

Work ()

Ext:

Mobile: Yes No

Work ()

Ext:

Mobile: Yes No

Other ()

Mobile: Yes No

Other ()

Mobile: Yes No

Signature Required:

Signature Required:

I consent to being contacted by Nationstar Mortgage LLC and its affiliates or their officers, directors, agents, or employees, for the purpose of servicing my loan.

07/19/2017

- Your loan is currently in the Foreclosure process.
- Please contact us at (866) 316-2432 EXT. 9566214



6-692-03208-0022648-002-2-000-001-000-000

MICHAL M STANKIEWICZ
THE LAW OFFICES OF ARTHUR C.CZ
7521 N. MILWAUKEE AVENUE
NILES IL 60714

RE: Loan Number: 0630816577
Property Address:
975 ROSEDALE LN
HOFFMAN EST, IL 60169

Dear Michal M Stankiewicz:

At Nationstar Mortgage, we're committed to helping homeowners find solutions that could help them stay in their home and continue enjoying all the benefits of homeownership. Even in times of difficulties.

Why am I receiving this letter?

Your mortgage payment is currently past due for 01/01/2013. We have completed the first filing notice required to start the foreclosure process on your account. Here is a recent payment history, and the reason for our concern.

Recent Account History:

- Payment due 02/01/2017: Unpaid balance of \$1,605.66
- Payment due 03/01/2017: Unpaid balance of \$1,605.66
- Payment due 04/01/2017: Unpaid balance of \$1,605.66
- Payment due 05/01/2017: Unpaid balance of \$1,605.66
- Payment due 06/01/2017: Unpaid balance of \$1,605.66
- Payment due 07/01/2017: Unpaid balance of \$1,605.66
- Current payment due 08/01/2017: \$1,658.64

Total: \$90,398.24 due. You must pay this amount to bring your loan current.

Please call Nationstar to request the full amount owed on your account as the amount due may be different than stated here due to interest and other charges or credits.

What do I need to know?

Failure to bring your loan current may result in fees, possibly even foreclosure and the loss of your home. We are here to help. You do have options.* Here are some of the solutions that might be available, depending on your situation:

- Modifying the terms of your current loan.
- Receiving a payment forbearance that temporarily gives you more time to pay your monthly payment.
- If you simply can't pay your mortgage, an alternative to foreclosure may be selling your home and using the proceeds to pay off your current loan. A short payoff may be acceptable, or a deed in lieu of foreclosure may be an option.

Additional resources are also available. For extra help, you can reach out to housing counselors who'll work as your advocate while exploring solutions that could help you keep your home.

- The Consumer Financial Protection Bureau: <http://www.consumerfinance.gov/mortgagehelp>
- The Department of Housing and Urban Development (HUD): <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>
- HUD Housing Counseling Agency Locator: (800) 569-4287
- The Homeowners HOPE™ Hotline Number: (888) 995-HOPE

What do I need to do?

The sooner we hear from you, the sooner we can help get your homeownership back on track. If you've already reached out for help, don't worry, that process is still proceeding and no further action is required.

If you have any questions, your Dedicated Loan Specialist is Blake Waldrum and can be reached at (866) 316-2432 EXT. 9566214 or via mail at the address listed above. Our hours of operation are 8am to 8pm (CT), Monday through Thursday, 8am to 6pm (CT), Friday, and 8am to 2pm (CT) on Saturday.

Sincerely,

Nationstar Mortgage LLC
Loss Mitigation Department

*Borrower must meet certain requirements to qualify for any of the options/products referenced. Terms are subject to change.

Nationstar is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you are currently in bankruptcy or have received a discharge in bankruptcy, this communication is not an attempt to collect a debt from you personally to the extent that it is included in your bankruptcy or has been discharged, but is provided for informational purposes only.

45DLQPCSV1214



ELECTRONICALLY FILED
3/29/2018 3:29 PM
2018-CH-04164
PAGE 24 of 26

692357-0113

Legal Rights and Protections Under the SCRA

Servicemembers on "active duty" or "active service," or a spouse or dependent of such a servicemember may be entitled to certain legal protections and debt relief pursuant to the Servicemembers Civil Relief Act (50 USC App. §§ 501-597b) (SCRA).

Who May Be Entitled to Legal Protections Under the SCRA?

- Regular members of the U.S. Armed Forces (Army, Navy, Air Force, Marine Corps and Coast Guard).
- Reserve and National Guard personnel who have been activated and are on Federal active duty.
- National Guard personnel under a call or order to active duty for more than 30 consecutive days under section 502(j) of title 32, United States Code, for purposes of responding to a national emergency declared by the President and supported by Federal funds.
- Active service members of the commissioned corps of the Public Health Service and the National Oceanic and Atmospheric Administration.
- Certain United States citizens serving with the armed forces of a nation with which the United States is allied in the prosecution of a war or military action.

What Legal Protections Are Servicemembers Entitled To Under the SCRA?

- The SCRA states that a debt incurred by a servicemember, or servicemember and spouse jointly, prior to entering military service shall not bear interest at a rate above 6 % during the period of military service and 90 days thereafter, in the case of an obligation or liability consisting of a mortgage, trust deed, or other security in the nature of a mortgage, or during the period of military service in the case of any other obligation or liability.
- The SCRA states that in a legal action to enforce a debt against real estate that is filed during, or within one year after the servicemember's military service, a court may stop the proceedings for a period of time, or adjust the debt. In addition, the sale, foreclosure, or seizure of real estate shall not be valid if it occurs during or within 90 days after the servicemember's military service unless the creditor has obtained a valid court order approving the sale, foreclosure, or seizure of the real estate.
- The SCRA contains many other protections besides those applicable to home loans.

How Does A Servicemember or Dependent Request Relief Under the SCRA?

- In order to request relief under the SCRA from loans with interest rates above 6% a servicemember or spouse must provide a written request to the lender, together with a copy of the servicemember's military orders.
Nationstar Mortgage, Attn: Military Families, PO Box 619098, Dallas, TX 75261-9741
- There is no requirement under the SCRA, however, for a servicemember to provide a written notice or a copy of a servicemember's military orders to the lender in connection with a foreclosure or other debt enforcement action against real estate. Under these circumstances, lenders should inquire about the military status of a person by searching the Department of Defense's Defense Manpower Data Center's website, contacting the servicemember, and examining their files for indicia of military service. Although there is no requirement for servicemembers to alert the lender of their military status in these situations, it still is a good idea for the servicemember to do so.

How Does a Servicemember or Dependent Obtain Information About the SCRA?

- Servicemembers and dependents with questions about the SCRA should contact their unit's Judge Advocate, or their installation's Legal Assistance Officer. A military legal assistance office locator for all branches of the Armed Forces is available at <http://legalassistance.law.af.mil/content/locator.php>
- "Military OneSource" is the U. S. Department of Defense's information resource.
If you are listed as entitled to legal protections under the SCRA (see above), please go to www.militaryonesource.mil/legal or call 1-800-342-9647 (toll free from the United States) to find out more information. Dialing instructions for areas outside the United States are provided on the website.

If this account is active or has been discharged in a bankruptcy proceeding, be advised this communication is for informational purposes only and not an attempt to collect a debt. Please note, however Nationstar reserves the right to exercise the legal rights only against the property securing the original obligation.

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

NATIONAL MORTGAGE, LLC

v.

STANKELOVIC

No.

14-CH-01456

ORDER

THIS CAUSE COMING TO BE HEARD ON DEFENDANT'S MOTION FOR LEAVE TO FILE CLASS ACTION COUNTERCLAIMS, THE MATTER BEING FULLY BRIEFED, ONE HOUR HEARING BEEN GIVEN AND THE COURT BEING FULLY ADVISED IN THE PREMISES, IT IS HEREBY ORDERED AS FOLLOWS:

- ① DEFENDANT'S MOTION IS DENIED WITHOUT PREJUDICE TO DEFENDANT'S FILING AN INDEPENDENT CLASS ACTION LAWSUIT OVER THE MATTERS SET FORTH IN HIS PROPOSED CLASS ACTION COUNTERCLAIMS.

ELECTRONICALLY FILED
3/29/2018 3:29 PM
2018-CH-01456
PAGE 26 of 26

Attorney No.: 47621
Name: ART LUDRA
Atty. for: DEFENDANT
Address: 7501 N. MILLAUXIE
City/State/Zip: CHICAGO, IL 60674
Telephone: (601) 647-2106

ENTERED:

Dated: _____

Judge

Judge's No. _____

Judge Fredricka M. Lytle
MAR 27 2018
Circuit Court-2064

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

EXHIBIT D

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

MICHAL M STANKIEWICZ

v.

NATIONSTAR MORTGAGE LLCNo. 2018-CH-04164

Defendant Address:

NATIONSTAR MORTGAGE LLC
 R/A ILLINOIS CORPORATION SERVICE C
 801 ADLAI STEVENSON DRIVE
 SPRINGFIELD, IL 62703
 SPRINGFIELD, IL 62703

☒ SUMMONS ☐ ALIAS - SUMMONS

To each defendant:

YOU ARE SUMMONED and required to file an answer to the complaint in this case, a copy of which is hereto attached, or otherwise file your appearance, and pay the required fee, in the Office of the Clerk of this Court at the following location:

☒ Richard J. Daley Center, 50 W. Washington, Room 802, Chicago, Illinois 60602

☐ District 2 - Skokie

5600 Old Orchard Rd.
 Skokie, IL 60077

☐ District 3 - Rolling Meadows

2121 Euclid 1500
 Rolling Meadows, IL 60008

☐ District 4 - Maywood

Maybrook Ave.
 Maywood, IL 60153

☐ District 5 - Bridgeview

10220 S. 76th Ave.
 Bridgeview, IL 60455

☐ District 6 - Markham

16501 S. Kedzie Pkwy.
 Markham, IL 60428

☐ Richard J. Daley Center

50 W. Washington, LL-01
 Chicago, IL 60602

You must file within 30 days after service of this Summons, not counting the day of service.

IF YOU FAIL TO DO SO, A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE RELIEF REQUESTED IN THE COMPLAINT.

To the officer:

This Summons must be returned by the officer or other person to whom it was given for service, with endorsement of service and fees, if any, immediately after service. If service cannot be made, this Summons shall be returned so endorsed. This Summons may not be served later than thirty (30) days after its date.

☒ Atty. No.: 47671Name: CZAJA ARTHUR CHESTERAtty. for: MICHAL M STANKIEWICZAddress: 7521 N MILWAUKEE AVECity/State/Zip Code: NILES, IL 60714Telephone: (847) 647-2106Primary Email Address: arthur@czajalawoffices.com

Secondary Email Address(es):

gosia@jdilaw.com

Witness:

Thursday, 29 March 2018/s/ DOROTHY BROWN

DOROTHY BROWN, Clerk of Court



Date of Service: _____

(To be inserted by officer on copy left with Defendant or other person)

**Service by Facsimile Transmission will be accepted at:

(Area Code) (Facsimile Telephone Number)

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

Chancery DIVISION

Litigant List

Printed on 03/29/2018

Case Number: 2018-CH-04164

Page 1 of 1

Plaintiffs

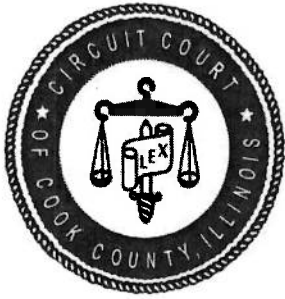
Plaintiffs Name	Plaintiffs Address	State	Zip	Unit #
MICHAL M STANKIEWICZ				

Total Plaintiffs: 1

Defendants

Defendant Name	Defendant Address	State	Unit #	Service By
NATIONSTAR MORTGAGE LLC	801 ADLAI STEVENSON DRIVE SPRINGFIELD,	IL	62703	SPRINGFIELD, IL Sheriff-Filer

Total Defendants: 1



E-Notice

2018-CH-04164

CALENDAR: 04

To: Arthur Chester Czaja
arthur@czajalawoffices.com

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
MICHAL M STANKIEWICZ vs. NATIONSTAR MORTGAGE LLC

The transmission was received on 03/29/2018 at 5:41 PM and was ACCEPTED with
the Clerk of the Circuit Court of Cook County on 03/30/2018 at 8:45 AM.

CERTIFY CLASS(SET FOR MOTION HEARING)

Filer's Email: arthur@czajalawoffices.com
Filer's Fax: (847) 647-2057
Notice Date: 3/30/2018 8:45:09 AM
Total Pages: 2

DOROTHY BROWN
CLERK OF THE CIRCUIT COURT
COOK COUNTY
RICHARD J. DALEY CENTER, ROOM 1001
CHICAGO, IL 60602

(312) 603-5031
courtclerk@cookcountycourt.com

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

MICHAL M. STANKIEWICZ,)	Case No.	18-CH-04164
individually and as the representative of a)		
class of similarly-situated persons)		
)		
Plaintiff)		
)		
v.)		
)		
NATIONSTAR MORTGAGE, LLC)		
)		
Defendant)		

MOTION FOR CLASS CERTIFICATION

NOW COMES the Plaintiff, MICHAL M. STANKIEWICZ ("Stankiewicz"), by and through his attorneys and pursuant to 735 ILCS 5/2-801, *et seq.*, respectfully moves this Court to certify for class action treatment the following classes as described in Stankiewicz' Class Action Counterclaims:

National Class for Count I (Breach of Contract):

All persons who (1) within ten years prior to the filing of this action, (2) had an FHA insured loan with Nationstar Mortgage, LLC ("Nationstar") that was in default, (3) occupied the subject property during default, and (4) were charged inspection fees by Nationstar while still occupying the property.

National Class for Count II (Unjust Enrichment):

All persons who (1) within five years prior to the filing of this action, (2) had an FHA insured loan with Nationstar that was in default, (3) occupied the subject property during default, and (4) were charged inspection fees by Nationstar while still occupying the property.

Illinois Subclass for Count III (Violation of Illinois Consumer Fraud Act):

All persons in Illinois who (1) within three years prior to the filing of this action, (2) had an FHA insured loan with Nationstar that

was in default, (3) occupied the subject property during default, and (4) were charged inspection fees by Nationstar while still occupying the property.

Stankiewicz will file a supporting Memorandum of Law in due course.

WHEREFORE, Stankiewicz, respectfully requests that the court enter an order pursuant to 735 ILCS 5/2-801, *et seq.*, certifying for class treatment the classes set forth herein.

Respectfully Submitted,

MICHAL M. STANKIEWICZ, individually and as the representative for a class of similarly-situated persons

By: /s/ Arthur C. Czaja
Arthur C. Czaja
One of his attorneys

ELECTRONICALLY FILED
3/29/2018 5:41 PM
2018-CH-04164
PAGE 2 of 2

Arthur C. Czaja
One of his Attorneys
Cook County Attorney #47671
ARDC # 6291494
7521 N. Milwaukee Avenue
Niles, IL 60714
Telephone: (847) 647-2106
Facsimile: (847) 647-2057
Email: arthur@czajalawoffices.com

ANDERSON + WANCA
Jeffrey A. Berman
Patrick J. Solberg
3701 Algonquin Road, Suite 500
Rolling Meadows, IL 60008
Telephone: (847)-368-1500
Facsimile: (847)-368-1501
Email: jberman@andersonwanca.com
Email: psolberg@andersonwanca.com

Chancery DIVISION

Litigant List

Printed on 03/30/2018

Case Number: 2018-CH-04164

Page 1 of 1

Plaintiffs

Plaintiffs Name	Plaintiffs Address	State	Zip	Unit #
STANKIEWICZ MICHAL M			0000	

Total Plaintiffs: 1

Defendants

Defendant Name	Defendant Address	State	Unit #	Service By
NATIONSTAR MORTGAGE LLC			0000	

Total Defendants: 1